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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re U.S. Patent No. 6,394,128

Application No.: 09/691,159 ✓

Issued: May 28, 2002

For: Intake Tract Negative Pressure Relief Valve for I.C.
Engine

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Loss of Entitlement to Small Entity Status

The new owner of U.S. Patent No. 6,394,128 is not entitled to claim Small Entity Status. The status change resulted from an assignment of the patent dated February 27, 2009. A copy of that assignment is attached. It is therefore respectfully requested that the status of this patent in the U.S. Patent Office records be changed to Large Entity.

Dated: May 19, 2009

Respectfully submitted,

By: *John P. Moran*

John P. Moran

Registration No.: 30,906

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ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS, effective as of February 27, 2009 (this "Assignment"), is made by Advanced Engine Management, Inc., a California corporation ("Assignor"), in favor of Shift Seven, LLC, a California limited liability company ("Assignee").

WHEREAS, Assignor, having an address at 2205 126th Street, Unit A, Hawthorne, California 90250, is the holder of the following Patents (the "Patents"):

<u>Patent Name</u>	<u>Patent Number/ International Class</u>	<u>Date Issued</u>
Intake Tract Negative Pressure Relief Valve of I.C. Engine	6,394,128 B1	May 28, 2002
Air Intake Device for Internal Combustion Engine	6,959,679 B2	November 1, 2005

WHEREAS, Assignor is willing and desires to assign to Assignee, and Assignee desires to acquire from Assignor, all right, title and interest in and to the Patents and the registration thereof and all associated goodwill.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

- Assignment.** Assignor hereby assigns, transfers and conveys to Assignee all right, title, and interest throughout the world in and to the Patents, the registration thereof, the underlying inventions described therein, and any and all patents whether United States or foreign that are or may be granted therefrom, including, without limitation, any provisional patents, utility patents, extensions, continuations, continuations-in-part, divisions, reissues and renewals thereof, or other equivalents thereof (collectively, the "Assigned Patents"), and further, all rights and privileges pertaining to the Assigned Patents, including, without limitation, the right, if any, to sue or bring other actions for past, present and future infringement thereof.
- Further Assignment.** Assignor further assigns to and empowers Assignee, and its successors, assigns and nominees, all rights to make applications for patents or other forms of protection for said inventions and to prosecute such applications and the Patents, as well as to claim and receive the benefit of the right of priority provided by any international conventions and treaties, including without limitation the International Convention for the Protection of Industrial Property, as amended, or by any convention or treaty or agreement which may henceforth be substituted for it, and the right to invoke and claim such right of priority without further written or oral authorization.
- Authorization of Patent and Trademark Office to Record.** Assignor further agrees that this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose regarding the subject matter hereof, as well as constituting proof of the right of Assignee, and its successors, assigns and nominees, to apply for patent or other proper protection for said inventions, and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

4. Further Assurances. Assignor agrees to take such further action and to execute such documents as Assignee may request to effect or confirm the conveyance to Assignee of the Assigned Patents and any improvements thereunder.

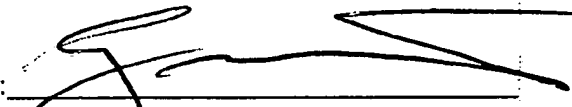
5. Miscellaneous. This Assignment shall be deemed to have been made in, and shall be construed pursuant to, the laws of the State of California without regard to conflicts of laws provisions thereof. If any provision of this Assignment shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. This Assignment is binding on and shall inure to the benefit of the respective heirs, successors, nominees and/or assigns of the parties. This Assignment is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Assignment.

[Signature page follows.]

IN WITNESS WHEREOF, Assignor has executed this instrument effective the date first written above.

"ASSIGNOR"

ADVANCED ENGINE MANAGEMENT,
INC., a California corporation


By: 
Name: Gregory Neuwirth
Its: President

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) SS.

On February 27, 2009, before me, DENISE WOLFE, a Notary Public, personally appeared Gregory Neuwirth, ~~personally known to me~~ or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public

